

INFORMATION REDACTED  
PURSUANT TO THE FREEDOM OF  
INFORMATION ACT (FOIA), 5 U.S.C.  
552(B)(6)

# LAWSUIT



# PEER VEHICLES



# KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

[www.lemonlaw.com](http://www.lemonlaw.com)

CORPORATE HEADQUARTERS

30 E. Butler Avenue  
Ambler, PA 19002  
P (215) 540-8888  
F (215) 540-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

NEW YORK OFFICE, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817

SAN FRANCISCO, CA OFFICE, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817

SAN DIEGO, CA OFFICE, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817

LOS ANGELES, CA OFFICE, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

January 26, 2022

VIA EMAIL ONLY

ogcclaim@ford.com

Ford Consumer Affairs

16800 Executive Plaza Drive 3NE-301

Dearborn, MI 48126

**Ford Motor Company**

Vehicle: 2021 Ford F-150

Date of Purchase: 9/15/2021

Place of Purchase: Moon Township Ford - Coraopolis, PA

VIN: \

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the PA Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

**DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.**

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Robert A. Rapkin  
KIMMEL & SILVERMAN, PC

JACQUELINE C. HERRITT<sup>166, 167</sup>  
ROBERT A. RAPKIN<sup>1</sup>  
ANGELA K. TROCCOLI<sup>162</sup>  
JOSEPH D. STEWARD III<sup>16</sup>  
W. CHRISTOPHER COMPONOV<sup>169, 170</sup>  
JASON L. GRESHES<sup>168, 171</sup>  
CHAD P. DOMAN<sup>172</sup>  
JACOB U. GINSBURG<sup>173</sup>  
MICHAEL MILEWSKI<sup>174</sup>  
BLAKE K. WALSH<sup>165</sup>

ROBERT M. SILVERMAN<sup>175, 176</sup>  
CRAIG THOR KIMMEL<sup>177</sup>

<sup>1</sup> Member, PA Bar  
<sup>2</sup> Member, NJ Bar  
<sup>3</sup> Member, DE Bar  
<sup>4</sup> Member, NY Bar  
<sup>5</sup> Member, MA Bar  
<sup>6</sup> Member, MD Bar  
<sup>7</sup> Member, OH Bar  
<sup>8</sup> Member, NH Bar  
<sup>9</sup> Member, CT Bar  
<sup>10</sup> Member, TN Bar  
<sup>11</sup> Member, WY Bar  
<sup>12</sup> Member, DC Bar  
<sup>13</sup> Member, CA Bar  
<sup>14</sup> Member, WI Bar  
<sup>15</sup> Member, FL Bar  
<sup>16</sup> Member, AZ Bar  
<sup>17</sup> Member, TX Bar  
<sup>18</sup> Member, MI Bar  
<sup>19</sup> Member, WV Bar  
<sup>20</sup> Member, IL Bar  
<sup>21</sup> Member, IN Bar

**Service of Process  
Transmittal**

03/04/2022

CT Log Number 541164618

**TO:** Chuck Morici  
FORD MOTOR COMPANY  
1 American Rd  
Dearborn, MI 48126-2798

**RE: Process Served in Pennsylvania**

**FOR:** Ford Motor Company (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** [REDACTED] / To: Ford Motor Company

**DOCUMENT(S) SERVED:** Letter(s), Attachment(s), Complaint(s), Notice(s)

**COURT/AGENCY:** [REDACTED] Court of Common Pleas, PA

**NATURE OF ACTION:** [REDACTED] Liability Litigation - Lemon Law - 2021 Ford F-150 - VIN#: [REDACTED]

**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Harrisburg, PA

**DATE AND HOUR OF SERVICE:** By Certified Mail on 03/04/2022 postmarked on 03/01/2022

**JURISDICTION SERVED :** Pennsylvania

**APPEARANCE OR ANSWER DUE:** Within 20 days after service

**ATTORNEY(S) / SENDER(S):** Robert A. Rapkin  
Kimmel & Silverman, P.C.  
30 East Butler  
Ambler, PA 19002  
215-540-8888

**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/04/2022, Expected Purge Date: 03/09/2022

Image SOP

**REGISTERED AGENT ADDRESS:** [REDACTED]

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

CLASS

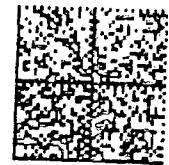
FIRST-CLASS

FIRST-CLASS

GENERAL MAIL



7020 2450 0000 9587 7196



US POSTAGE IMPITNEY BOWES



ZIP 19002 \$ 016.05<sup>0</sup>  
02 4W  
0000351300 MAR 01 2022

# FIRST CLASS MAIL



**KIMMEL & SILVERMAN**

P.C.

30 East Butler Pike, Ambler, PA 19002

TO:

Ford Motor Company  
c/o CT Corporation System  
116 Pine Street  
Suite 320  
Harrisburg, PA 17101

ROBERT M. SILVERMAN  
CRAIG THOR KIMMEL



**KIMMEL & SILVERMAN**  
P.C.

1-800-LEMON LAW  
[www.lemonlaw.com](http://www.lemonlaw.com)

CORPORATE HEADQUARTERS  
30 E. Butler Avenue  
Amler, PA 19002  
P (215) 540-8888  
F (215) 540-8817

JACQUELINE C. HERRITT  
ROBERT A. RAPKIN  
ANGELA K. TROCCOLI  
JOSEPH D. STEWARD III  
W. CHRISTOPHER COMPONONO  
JASON L. GRESHES  
CHAD P. DOMAN  
JACOB U. GINSBURG  
MICHAEL MILEWSKI  
BLAKE K. WALSH

\* Member, PA Bar  
\* Member, NJ Bar  
\* Member, DE Bar  
\* Member, NY Bar  
\* Member, MA Bar  
\* Member, MD Bar  
\* Member, OH Bar  
\* Member, NH Bar  
\* Member, CT Bar  
\* Member, TN Bar  
\* Member, WY Bar  
\* Member, DC Bar  
\* Member, CA Bar  
\* Member, WI Bar  
\* Member, FL Bar  
\* Member, AZ Bar  
\* Member, TX Bar  
\* Member, MI Bar  
\* Member, WV Bar  
\* Member, IL Bar  
\* Member, IN Bar

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005  
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344  
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476  
NEW YORK OFFICE, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515  
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689  
OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817  
SAN FRANCISCO, CA OFFICE, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817  
SAN DIEGO, CA OFFICE, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817  
LOS ANGELES, CA OFFICE, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817  
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

March 1, 2022

Ford Motor Company  
c/o CT Corporation System  
116 Pine Street  
Suite 320  
Harrisburg, PA 17101

Re:



Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against Ford Motor Company in the Court of Common Pleas, Allegheny County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

Robert A. Rapkin  
Robert A. Rapkin  
KIMMEL & SILVERMAN, P.C.

RAR/cac  
Enclosures

**Chelsea Crawford**

---

**From:** Allegheny E-File  
**Sent:** Friday, February 11, 2022 4:23 PM  
**To:** Chelsea Crawford  
**Subject:** FW: Allegheny County Court of Common Pleas Event Notification: AR-22-000514

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** webmaster.pro@county.allegheny.pa.us <WEBMASTER.PRO@COUNTY.ALLEGHENY.PA.US>  
**Sent:** Friday, February 11, 2022 3:45 PM  
**To:** Allegheny E-File <alleghenyfile@lemonlaw.com>  
**Cc:** promail@county.allegheny.pa.us  
**Subject:** Allegheny County Court of Common Pleas Event Notification

An Arbitration Hearing has been scheduled for  
[REDACTED] vs Ford Motor Company  
at Room 702, City-County Building on 04/26/2022 at 9:00

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, forwarding, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

[REDACTED]  
CIVIL DIVISION

**Plaintiff,**

vs.

**Ford Motor Company,**

**Defendant.**

NO.:

**COMPLAINT IN CIVIL ACTION**

[REDACTED]  
[REDACTED]  
[REDACTED] FOR THIS PARTY:

Robert A. Rapkin, Esquire  
Identification No. 61628

**KIMMEL & SILVERMAN, P.C.**  
30 East Butler Pike  
Ambler, PA 19002  
(215) 540-8888

---

**WRIT WAIVED**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION  
ARBITRATION DOCKET

  
Plaintiff

ARBITRATION DOCKET

NO. \_\_\_\_ - \_\_\_\_ - \_\_\_\_

VS.

Ford Motor Company  
Defendant

HEARING DATE: \_\_\_\_\_  
Court Room 2  
City-County Building  
7th Floor  
9:00 A.M.

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

**LAWYER REFERRAL SERVICE,**  
The Allegheny County Bar Association  
11th Floor Koppers Bldg.  
436 Seventh Ave, Pittsburgh, PA 15219  
TELEPHONE 412-261-5555

**HEARING NOTICE**

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on \_\_\_\_\_, 20\_\_\_\_, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

**DUTY TO APPEAR AT ARBITRATION HEARING**

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

**NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION

[REDACTED]

Plaintiff,

vs.

Ford Motor Company,

Defendant.

No.:

COMPLAINT

1. Plaintiff [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Ford Consumer Affairs, Dearborn, MI 48126, and can be served at c/o CT Corporation System, 116 Pine Street, Harrisburg, PA 17101.

BACKGROUND

1. On or about September 29, 2021, Plaintiff leased a new 2021 Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number [REDACTED]

2. The vehicle was leased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

3. The lease price of the vehicle, including registration charges, document fees, sales tax, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more

than \$24,589.55. A true and correct copy of the lease agreement is attached hereto, made a part hereof, and marked Exhibit "A".

4. In consideration for the lease of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

5. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

6. The parties' bargain includes an express 3 year/36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

7. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

8. Plaintiff's efforts to secure the warranty repair of the vehicle through the Defendant manufacturer's authorized dealer or dealers includes, but is not limited to:

Date in	Date out	OOS	Mileage In	Issue(s)	Exhibit
12/07/21	01/26/22	50	1,827	Vehicle towed to dealership; vehicle stalling and a no-start condition. Upon being towed, tow truck driver was unable to get vehicle into neutral.	B

9. Plaintiff believes and therefore avers that the vehicle continues to exhibit the foregoing defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq., and will require additional warranty repairs.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

10. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

11. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

12. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

13. Moon Township Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

14. On or about September 29, 2021, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

15. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

16. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

---

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

17. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

18. Plaintiff has satisfied the above definition as the vehicle has been subject to repair three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

19. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

20. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

21. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

22. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

23. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

24. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

---

25. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

26. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

**WHEREFORE**, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

27. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

28. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

29. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

30. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

31. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

~~32. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all~~  
warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

33. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

34. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

35. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

36. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, the Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

37. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

38. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

39. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

40. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

41. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

**WHEREFORE**, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE**  
**PRACTICES AND CONSUMER PROTECTION LAW**

42. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

43. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

44. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

45. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

46. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

47. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- 
- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
  - (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
  - (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

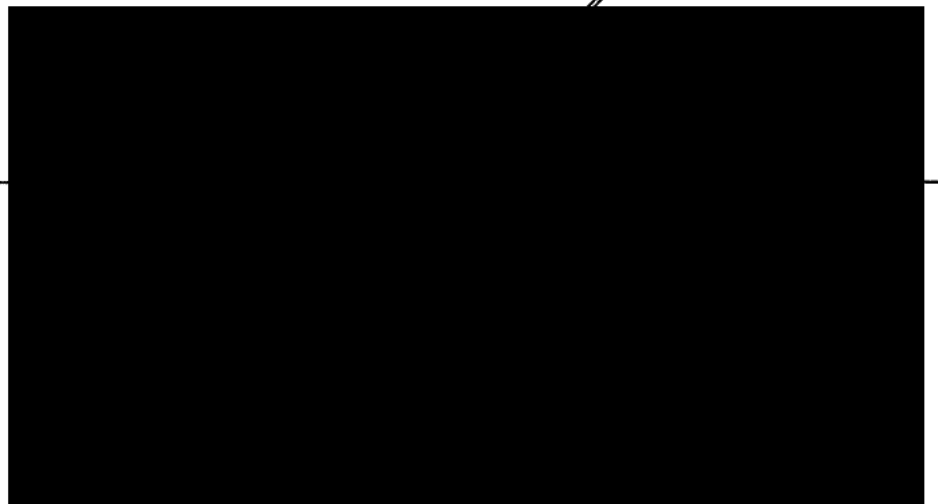
48. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

49. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

50. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."


51. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

**WHEREFORE**, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Thirty Five Thousand Dollars (\$35,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.



## VERIFICATION

I, Robert A. Rapkin, Esquire, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



# PENNSYLVANIA MOTOR VEHICLE LEASE AGREEMENT

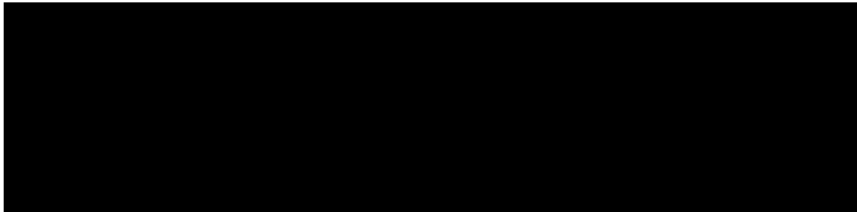


FORD CREDIT

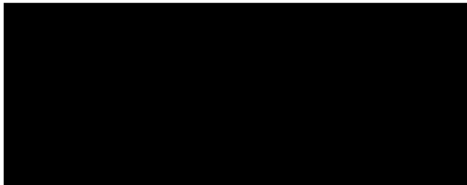
www.ford.com/finance

1-800-727-7000

DATE 09/29/2021



N/A



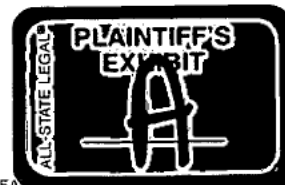
I HAVE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

"Finance Company" is Ford Motor Credit Company. The "Holder" is CAB East LLC and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the WearCare Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	138	2021 Ford F-150		Personal



TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

<b>1. Amount Due At Lease Signing or Delivery (Itemized Below)</b>  \$ <u>1,784.40</u>	<b>2. Payments</b> <b>(a) Monthly Payments</b> Your first monthly payment of \$ <u>640.29</u> is due on <u>09/29/2021</u> , followed by <u>35</u> payments of \$ <u>640.29</u> due on the <u>29th</u> day of each month. The total of Your monthly payments is \$ <u>23,050.44</u> .  <b>(b) Advance Payment</b> Your Payment of \$ <u>N/A</u> is due on <u>N/A</u> . The total of Your payment is \$ <u>N/A</u> .	<b>3. Other Charges (not part of Your monthly payment)</b> Disposition fee (if You do not purchase the Vehicle) \$ <u>395.00</u>  _____ N/A _____ N/A Total \$ <u>395.00</u>	<b>4. Total of Payments (The amount You will have paid by the end of the lease)</b> \$ <u>24,589.55</u>
--	--	--	--

**\* Itemization of Amount Due at Lease Signing or Delivery**

<b>5. Amounts Due At Lease Signing or Delivery:</b> a. Capitalized cost reduction \$ <u>635.11</u> b. First monthly payment <u>640.29</u> c. Advance payment <u>N/A</u> d. Refundable security deposit <u>N/A</u> e. Title fees <u>86.00</u> f. Registration fees <u>9.00</u> g. Acquisition fee <u>N/A</u> h. Documentary Preparation Charge <u>394.00</u> i. The New Tire Fee <u>5.00</u> j. Notary Fee <u>15.00</u> k. N/A <u>N/A</u> l. N/A <u>N/A</u> m. N/A <u>N/A</u> n. N/A <u>N/A</u> o. N/A <u>N/A</u> p. N/A <u>N/A</u> q. N/A <u>N/A</u> r. N/A <u>N/A</u> s. N/A <u>N/A</u> Total \$ <u>1,784.40</u>	<b>6. How the Amount Due At Lease Signing or Delivery will be paid:</b> a. Net trade-in allowance \$ <u>635.11</u> b. Rebates and noncash credits <u>N/A</u> c. Amount to be paid in cash <u>1,149.29</u> d. N/A <u>N/A</u> Total \$ <u>1,784.40</u>
---	---

**7. Your payment is determined as shown below:**

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>51,148.80</u> ) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (See Item 19)**	\$ <u>51,793.80</u>
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost.	- <u>635.11</u>
c. Adjusted capitalized cost. The amount used in calculating Your base payment.	= <u>51,158.69</u>
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment.	- <u>36,224.10</u>
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term.	= <u>14,934.59</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ <u>6,001.57</u>
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge.	= <u>20,936.16</u>
h. Lease payments. The number of payments in Your lease.	+ <u>36</u>
i. Base payment.	= <u>581.56</u>
j. Sales / Use tax.	+ <u>58.73</u>
k. N/A	+ <u>N/A</u>
l. N/A	+ <u>N/A</u>
m. Total payment.	\$ <u>640.29</u>
n. Lease term in months.	<u>36</u>

Early Termination. You may have to pay a substantial charge if You end this lease early. **The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.**

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.25 per mile for each mile in excess of 31,636 miles shown on the odometer. See Items 23 and 28 and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.
9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.
10. Purchase Option at End of Lease Term, \$ 36,224.10 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.
11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. WARRANTY The Vehicle is covered by any warranty indicated below:

Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

N/A

13. OFFICIAL FEES AND TAXES \$ 2,247.28.

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$ 15,000.00 for any one person and \$ 30,000.00 for any one accident, and \$ 5,000.00 for property damage.

You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance \$ N/A (Initial Coverage) \$ N/A (Premium)

N/A (Insured(s))

N/A (Insurance Company)

Lessee:  A N/A Co-Lessee:  A N/A

b. Credit Disability Insurance \$ N/A (Monthly Coverage) \$ N/A (Premium)

N/A (Insured(s))

N/A (Insurance Company)

Lessee:  B N/A Co-Lessee:  B N/A

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

17. LESSOR SERVICES N/A  
(See Item 22) N/A

18. Returned Check Charge You agree to pay a returned check charge of \$ N/A for each check, draft, or other order of payment that is dishonored for any reason.

\*\*19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ <u>51,148.80</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>645.00</u>	+ \$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<b>Total Gross Capitalized Cost</b>
+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	= \$ <u>51,793.80</u>

I HOPE AND ACCURATE COMPLETED COPY - UCC NON-AUTHENTICATIVE COPY

**VEHICLE MAINTENANCE, INSURANCE AND USE**

**20. VEHICLE USE AND SUBLEASING** You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Finance Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.

**21. IMPLIED WARRANTIES** If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by law.

**22. VEHICLE MAINTENANCE AND OPERATING COSTS** Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. (See Lessor Services, Item 17)

**23. COLLISION REPAIR** You are responsible for repairs of All Damage that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal and all other repairs must be made with Original

Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work.

**24. VEHICLE INSURANCE** You must insure the Vehicle and the Holder as set forth in this lease under Item 14, "Vehicle Insurance Minimums." If the state where You title/register the Vehicle establishes higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder at the amounts required by Your state. If You move to a state where Finance Company has established higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder for these higher amounts. These amounts are minimum requirements and may not be sufficient to protect Your assets. You should consult Your insurance advisor to determine if additional insurance coverage is right for You.

You agree that Finance Company can file a claim under the insurance policy. You authorize the insurance company to provide Finance Company any information Finance Company believes necessary to make a claim. You agree that Finance Company may receive and sign Your name on any checks or drafts received by Finance Company from Your insurance provider. In addition, You authorize Finance Company to settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

**25. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES** This lease may contain charges for insurance, service contracts, or other contracts. You agree that Finance Company can claim benefits under these contracts. Unless prohibited by law, Finance Company may upon default or termination cancel these contracts to obtain refunds of unearned charges. You authorize Finance Company to subtract any refund from the amount You owe under this lease. If You receive a refund, You must pay the entire amount of the refund to Finance Company.

**ENDING YOUR LEASE**

**26. TERMINATION** This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.

**27. RETURN OF VEHICLE** If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the disposition fee, if any is shown in this lease under Item 3 "Other Charges." If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Monthly Payment and Your term will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

**28. STANDARDS FOR EXCESS WEAR AND USE** You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires that have sidewall damage/plugs, exposed cords/belts, or are unmatched for Vehicle or unsafe; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or dented; (d) Interior rips, stains, burns or damaged areas; (e) Replacement of any missing equipment or parts (including missing keys or remote entry devices); and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle. You will maintain the Odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so, You will pay us our estimate of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage.

TRUE AND ACCURATE COMPLETE COPY - UCC NON-AFFIRMATIVE COPY

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AU HORLATIVE COPY

**29. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE**

You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor unless Finance Company designates another place. You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage). If You entered an Advance Payment Lease and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

*Alternatively*, You may choose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.

**30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE**

You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have a Monthly Payment Lease, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an Advance Payment Lease, you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.

**31. DEFINITION OF TERMS**

Unpaid Adjusted Capitalized Cost If You have a Monthly Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge earned in that month on an actuarial basis.

If You have an Advance Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an actuarial basis.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request.

Fair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

Monthly Payment If You have a Monthly Payment Lease, Monthly Payment is the Total Payment (Item 7m). If You have an Advance Payment Lease, Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

Base Monthly Payment If You have a Monthly Payment Lease, Base Monthly Payment is the Base Payment (Item 7i). If You have an Advance Payment Lease, Base Monthly Payment is the Base Payment (Item 7i) divided by the Lease Term in Months (Item 7n).

**32. CONTACT NUMBER FOR FINANCE COMPANY** Please contact Finance Company at the telephone number or website listed in this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.

**33. YOUR ODOMETER OBLIGATIONS** Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

**DEFAULT AND LOSS OF VEHICLE**

**34. DEFAULT** You will be in default if: (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle.

If Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) any other amounts then due under the lease (except charges for excess wear and use and mileage). If You entered into an Advance Payment Lease, and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from default, from an independent third party agreeable to Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease.

**35. THEFT OR DESTRUCTION OF VEHICLE** If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess wear and use and mileage), less (c) any insurance proceeds received by Finance Company.

GAP Waiver If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpaid Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

Even if the Vehicle is insured, if You have a Monthly Payment Lease, until Finance Company receives payment of the insurance proceeds, You agree to continue to make Your Monthly Payments. If You have an Advance Payment Lease, after any insurance proceeds are paid, You will receive a credit equal to the Base Monthly Payment multiplied by the number of remaining months in the Lease Term in Months, beginning with the month immediately following the date of theft or destruction.

ADDITIONAL INFORMATION

36. **ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay, in U.S. funds, all amounts due under this lease to Finance Company. If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.
37. **TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.
38. **TITLING** The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.
39. **INDEMNITY** You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You are responsible for promptly paying all fines and tickets, including parking tickets, imposed on the Vehicle or its driver. If both a Lessee and Co-Lessee signed this lease, each party is jointly and severally liable for the payment of these fines and tickets. If You do not pay, You will reimburse Finance Company and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.
40. **SECURITY DEPOSIT** Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).
41. **CONSUMER REPORTS** You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

42. **SERVICING AND COLLECTION** You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or otherwise device, regardless of whether you incur charges as a result.

43. **GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth in this lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.

44. **ELECTRONIC RECORDS AND SIGNATURES AND CONVERSION TO PAPER** You agree to use electronic records and electronic signatures to document this lease. Your electronic signatures will have the same effect as signatures on a paper lease.

There will be one authoritative copy of this lease. It will be the electronic copy in a document management system the Creditor designates for storing it.

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

**READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY**

**ARBITRATION**

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor/ Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

**RIGHTS YOU AND WE AGREE TO GIVE UP**

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

**RIGHTS YOU AND WE DO NOT GIVE UP:** If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

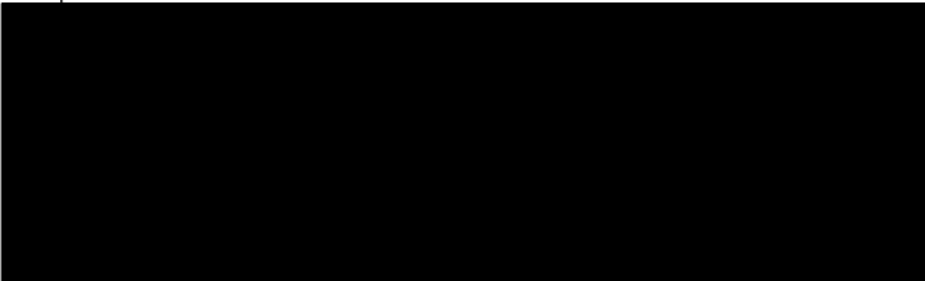
You or we may choose the American Arbitration Association, ([www.adr.org](http://www.adr.org)), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

FILE AND ACCURATE COMPLETED COPY - UUC NON-AUTHORITATIVE COPY

**SIGNATURES AND IMPORTANT NOTICES**

**Important Notice:** If You do not meet Your contractual obligations, You may lose the right to lease and use the Vehicle, as well as Your security deposit.



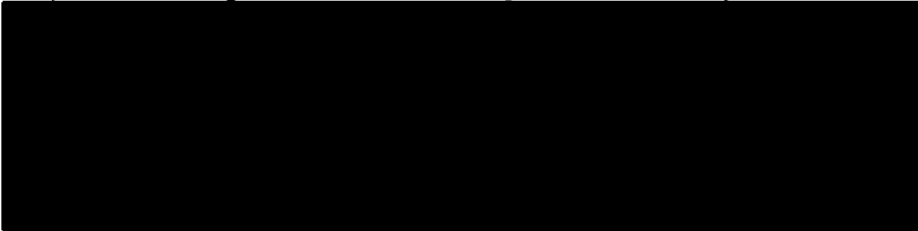
the Vehicle. There is no other agreement. Any change in

Title: N/A

Title: N/A

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.**

**NOTICE:** (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in paper copy of this lease. You acknowledge that You received a filled-in paper copy of this lease at the time You electronically signed it and notice of an assignment of this lease by the Lessor to Holder.



Title: N/A

Title: N/A

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

between Lessor and Holder.



Title: Administrator

IFRUE AND ACCURATE COMPLETE LEU COPY - UCC: NON-AMPHURATIVE COPY

MOON TOWNSHIP FORD  
 5304 UNIVERSITY BLVD  
 MOON TOWNSHIP PA 15108  
 412-269-2255

**RETAIL**

Lessee's

Address:

Telephone:

E-mail:

The above

authority to enter into this Agreement. The Odometer Reading for the vehicle you are leasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2021	MAKE FORD	MODEL F150	ODOMETER READING <input type="checkbox"/> Not Accurate 138
PRIOR USE DISCLOSURE:			
<input type="checkbox"/> DEMONSTRATOR			<input type="checkbox"/> EXECUTIVE
			<input type="checkbox"/> FACTORY OFFICIAL

**WARRANTY STATEMENT**

Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the lease of the Vehicle and the sale of related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Vea Párrafo 14.

- AS-IS:** THIS MOTOR VEHICLE IS LEASED AS-IS WITHOUT ANY WARRANTY EITHER EXPRESS OR IMPLIED. THE LESSEE WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE. We expressly disclaim all express or implied warranties, including any implied warranties of merchantability or fitness for a particular purpose.
- Our Used Vehicle Limited Warranty Applies.** A copy will be provided with this Agreement. Any implied warranties apply for the duration of the Limited Warranty. We hereby disclaim any other express warranties.
- Manufacturer's Limited Warranty Applies.** We will provide a copy of the Manufacturer's Limited Warranty to you or instruct you on how to obtain a copy.

**TRADE-IN VEHICLE INFORMATION**

Year:                      Make:                      Model:                      Color:

[Redacted Area]

\*DOCUMENT PREPARATION FEE: This Fee is charged to compensate the Dealership for the preparation and completion of documents required to register and license the Vehicle; collection and submission of taxes payable by you; and preparation of any other information associated with titling and registration of the Vehicle. This is NOT a state mandated Fee.

**DOWN PAYMENT:** The sum of \$ N/A was received from you as a Down Payment. It is fully refundable, except as set forth in the section titled "Our Right to Keep Your Down Payment".

x                      N/A                      y                      N/A

**CAPITALIZED COST**  
 (Your total cost for goods, services & fees paid over lease term)

CASH PRICE OF VEHICLE	\$	51148.80
N/A	\$	N/A
N/A	\$	N/A
N/A	\$	N/A
N/A	\$	N/A
N/A	\$	N/A
Acquisition Fee	\$	645.00
N/A	\$	N/A
N/A	\$	N/A
GROSS CAPITALIZED COST	\$	51793.80

**CAPITALIZED COST REDUCTION**  
 (Total credits/cash to reduce the capitalized cost)

NET TRADE-IN ALLOWANCE	\$	635.11
CASH DOWN PAYMENT	\$	N/A
REBATE	\$	N/A
N/A	\$	N/A
N/A	\$	N/A
N/A	\$	N/A
N/A	\$	N/A

TOTAL CAPITALIZED COST REDUCTIONS	\$	635.11
ADJUSTED CAPITALIZED COST	\$	51158.69

**AMOUNT DUE AT SIGNING OR DELIVERY**

CASH DOWN PAYMENT	\$	635.11
FIRST PAYMENT	\$	639.73
SECURITY DEPOSIT	\$	N/A
Dealer Doc	\$	394.00
PTA Tire Fee	\$	5.00
N/A	\$	N/A
UPFRONT FEE(S)	\$	110.00
N/A	\$	N/A
N/A	\$	N/A

TOTAL AMOUNT DUE

Mileage Statement for full disclosure.

YEAR 2021	MAKE FORD	MODEL F150	COLOR SILVER
		ODOMETER READING <input type="checkbox"/> Not Accurate 138	
PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> EXECUTIVE <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL			

**WARRANTY STATEMENT**

Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the lease of the Vehicle and the sale of related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties.

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Vea Párrafo 14.

- AS-IS: THIS MOTOR VEHICLE IS LEASED AS-IS WITHOUT ANY WARRANTY EITHER EXPRESS OR IMPLIED. THE LESSEE WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE. We expressly disclaim all express or implied warranties, including any implied warranties of merchantability or fitness for a particular purpose.
- Our Used Vehicle Limited Warranty Applies. A copy will be provided with this Agreement. Any implied warranties apply for the duration of the Limited Warranty. We hereby disclaim any other express warranties.
- Manufacturer's Limited Warranty Applies. We will provide a copy of the Manufacturer's Limited Warranty to you or instruct you on how to obtain a copy.

**TRADE-IN VEHICLE INFORMATION**

PLEASE SEE THE DELIVERY CONFIRMATION

LEASE MONTHLY PAYMENT \$ 639.73

LEASE TERM IS 36 MONTHS

\*DOCUMENT PREPARATION FEE: This Fee is charged to compensate the Dealership for the preparation and completion of documents required to register and license the Vehicle; collection and submission of taxes payable by you; and preparation of any other information associated with titling and registration of the Vehicle. This is NOT a state mandated Fee.

DOWN PAYMENT: The sum of \$ N/A was received from you as a Down Payment. It is fully refundable, except as set forth in the section titled "Our Right to Keep Your Down Payment".

x N/A x N/A

**AGREEMENT TO ARBITRATE:** The Lessee(s) and Dealership agree, except as otherwise provided in the Agreement to Arbitrate, to resolve by binding arbitration any dispute between them. THE PARTIES UNDERSTAND THAT EXCEPT FOR THOSE DISPUTES SPECIFICALLY EXEMPTED FROM ARBITRATION, THEY ARE KNOWINGLY AND UNCONDITIONALLY WAIVING THEIR RIGHT TO LITIGATE ANY CLAIMS IN COURT, THEIR RIGHT TO A JURY TRIAL, AND THEIR RIGHT TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE IN ANY CLASS ACTION IN COURT OR THROUGH ARBITRATION. By signing below, Lessee(s) acknowledge they have read the Agreement to Arbitrate in Paragraph 19 and agree to be bound by the terms and conditions of the

x N/A

ing the Agreement to Arbitrate, and agree to them as if they were printed above my  
This Agreement is not binding upon either the Dealership or the Lessee until signed by  
CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE  
UTHOR

**CAPITALIZED COST**

(Your total cost for goods, services & fees paid over lease term)

CASH PRICE OF VEHICLE	\$ 51148.80
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
Acquisition Fee	\$ 645.00
N/A	\$ N/A
N/A	\$ N/A
GROSS CAPITALIZED COST	\$ 51793.80

**CAPITALIZED COST REDUCTION**

(Total credits/cash to reduce the capitalized cost)

NET TRADE-IN ALLOWANCE	\$ 635.11
CASH DOWN PAYMENT	\$ N/A
REBATE	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
TOTAL CAPITALIZED COST REDUCTIONS	\$ 635.11
ADJUSTED CAPITALIZED COST	\$ 51158.69

**AMOUNT DUE AT SIGNING OR DELIVERY**

CASH DOWN PAYMENT	\$ 635.11
FIRST PAYMENT	\$ 639.73
SECURITY DEPOSIT	\$ N/A
DealerDoc	\$ 394.00
PTA Tire Fee	\$ 5.00
N/A	\$ N/A
UPFRONT FEE(S)	\$ 110.00
N/A	\$ N/A
N/A	\$ N/A
TOTAL AMOUNT DUE	\$ 1783.84

*w/ \$ cash due at signing*

Co-Lessee

DealerCAP

87314\*\*FRD-FI  
CATALOG #097202

09/29/2021 05:08 pm  
© 2020 CDK Global, LLC Pennsylvania (10/20)

PE22-007 000038 LCPV

# ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND LESSEE(S)

Initials

1. **Terms Used In This Agreement:** This Retail Lease Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
  - **Agreement** - Means all of the pages of this Retail Lease Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
  - **You, Your** - Means the Lessee(s) identified in this Agreement.
  - **Manufacturer** - Means the company that manufactured the vehicle.
  - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
  - **Vehicle** - Means the vehicle you are leasing as described in this Agreement.
  - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, or the increase is due to the passage of a law or regulation of the United States or the Commonwealth of Pennsylvania which requires the addition of new equipment, changes the transportation costs or existing tax rates or, in the case of foreign-made vehicles, is due to a revaluation of the United States dollar vis-a-vis the currency of the Country of manufacture.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the leased Vehicle.
4. **Lessee's Representations and Warranties:** Lessee represents, warrants and affirms to the Dealership that (a) the Down Payment and any amounts due to the Dealership have been paid in full, any check or other payment instrument given to the Dealership or any electronic payment you make will be honored, and that no part of the Down Payment has been loaned to Lessee by the Dealership or any third party; (b) all statements made by Lessee in this Agreement and any other documents completed in connection with this transaction are true and correct, and (c) you are who you have represented yourself to be and you have leased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to the Dealership.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, lemon buyback vehicle, or any other title brand; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; that you have accurately disclosed any information known to you regarding prior use of the vehicle, prior damage, paint work, modifications and any mechanical defects; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are of original equipment and have never been deployed or disconnected.
6. **Balance Owed on Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being provided by us, we shall have the right to reappraise your Trade-In Vehicle if it has suffered damage or serious mechanical deterioration or any parts or accessories (including tires) have been removed or replaced with parts or accessories of inferior quality. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Down Payment, provided that the cancellation occurs prior to you taking delivery of the leased Vehicle and prior to our acceptance of this Agreement.
8. **Your Right to Cancel this Agreement and Receive a Full Refund of Your Down Payment:** You have the right to cancel this Agreement and receive a full refund of your Down Payment if: you cancel this Agreement prior to it being accepted by an Authorized Dealership Representative; we do not accept this Agreement; we fail to deliver a Vehicle that conforms to the terms of this Agreement; this Agreement is conditioned upon you being able to obtain financing of your choice and you cannot obtain financing after making reasonable efforts to do so; we fail to deliver the Vehicle within the time specified in this Agreement or, if no time is specified, within 8 weeks after the date of this Agreement unless the delay is caused by acts beyond the control of our Dealership (i.e. the manufacturer, an accident, fire, act of nature or any other causes beyond our control). If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle prior to your cancellation, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us.
9. **Your Failure to Perform Obligations:** In the event of any failure by you to perform your obligations under this Agreement, including but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle or your breach of a representation or warranty to us, you will be responsible for paying the amount of any actual damages we incur due to your default. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return the Trade-In Vehicle to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale.
10. **Our Right to Keep Your Down Payment:** If you exercise your right to cancel this Agreement or fail to perform your obligations under this Agreement, regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder, and we will keep your Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us for the difference. We may also keep your Down Payment and any Trade-In Allowance we owe to you to offset against any amount you owe us for damages and expenses we incur pursuant to our remedies in the section titled "Your Failure to Perform Obligations". If the actual amount you owe to us is greater than the amount of the Down Payment and Trade-In Allowance, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Down Payment and Trade-In Allowance, we will pay the difference to you.
11. **Security Agreement:** Lessee hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories installed in or purchased pursuant hereto, and the Dealership shall have a lien on the Vehicle and all rights of a secured party under applicable state law until the Dealership has been paid in full. This security interest is separate from, but subordinate to, any interest granted to a third-party lessor that provides financing for this transaction.
12. **Other Products and Lending Sources:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods and services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance any amounts due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lessor.
13. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Lease Factor may be negotiated with us and we may receive a fee, commission, or other compensation from the Lessor. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
14. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) SPANISH TRANSLATION:** Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca lo contrario y que aparezca en el contrato de venta.
15. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY LEASE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA.**
16. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY PENNSYLVANIA LAW, LESSEE EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
17. **Entire Agreement and Signing of Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire Agreement affecting this transaction. No other Agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.
18. **Lease Documents Survive the Lease Contract:** If you and we enter into a Lease Contract relating to the lease of this Vehicle, you acknowledge that you signed many documents and other agreements in connection with the lease, which may have included (but are not limited to): a conditional delivery/limited right to cancel/bailment/spot delivery agreement, arbitration agreement, odometer statement, insurance related documents, credit application, title application, power of attorney, trade-in documents, service contracts, and debt cancellation or payment agreements (all of which are collectively referred to as "Lease Documents"). Notwithstanding any provision in the Lease Contract, the parties agree that: a) the Lease Contract and the Lease Documents are part of one transaction for Lessee's lease of the Vehicle and are intended to be read together; b) that the Lease Documents are not superseded by the Lease Contract; c) certain aspects of Lessee's lease of the Vehicle are addressed by the Lease Documents and not the Lease Contract; d) to the extent of any conflict between the Lease Documents and the Lease Contract, other than as to Consumer Leasing Act disclosures and Lessee's repayment obligations, the Lease Documents control as to the Dealership and the customer; e) while all Consumer Leasing Act disclosures are contained in the Lease Contract, the Lease Documents may contain conditions (precedent or subsequent) that may trigger the termination of the Lease Contract; and f) the execution of the Lease Contract and/or termination of the Lease Contract as a result of the failure of any such condition, or as otherwise may be provided in writing and signed by the parties, does not nullify the Lease Documents.
19. **AGREEMENT TO ARBITRATE. Important - The Agreement to Arbitrate Affects Your Legal Rights.** By entering into this Agreement to Arbitrate, Lessee(s) and Dealership, including any employees, agents, successors or assigns (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement to Arbitrate, to settle by binding arbitration any dispute whether based in whole or in part on contract, tort, statute, or other equitable relief, including but not limited to any dispute related to (1) the lease or condition of the Vehicle; (2) any products and services purchased in conjunction with the Vehicle and any resulting transaction or relationship; (3) the application for and the terms of any financing obtained in connection with the transaction; (4) any other dispute between them related to the lease transaction and any documents that are part of the transaction; and/or (5) any alleged promises, representations and/or warranties made to or relied upon by the Parties, and any alleged unfair, deceptive, or unconscionable acts or practices. If federal law provides that a claim or dispute is not subject to binding arbitration, this Agreement to Arbitrate shall not apply to such claim or dispute.  
Notwithstanding any other provisions in this Agreement to Arbitrate, neither party is precluded from filing a complaint with the Office of Attorney General of this state or from participating in a mediation program administered by the Attorney General or Better Business Bureau. The Parties also agree that they retain any right to self-help or provisional remedies available by law or pursuant to an agreement between them. The Parties also retain the right to seek remedies in a small claims court or equivalent state court for disputes or claims within that court's jurisdiction. Neither Party waives the right to request arbitration under this Agreement to Arbitrate by exercising such other rights and remedies or by initially agreeing to litigate a claim in court. If such claim or dispute is transferred, removed or appealed to a different court or if a new claim is asserted after the initial filing of such claim or dispute, the Parties shall have the right to request arbitration under this Agreement to Arbitrate. However, once one of the Parties has demanded arbitration, binding arbitration will be the exclusive method for resolving any and all claims.  
The Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("FAA") shall govern any arbitration under this Agreement to Arbitrate. Any dispute between the Parties shall be arbitrated by a single arbitrator on an individual basis, not as a class action. The arbitration shall be conducted by and in accordance with the rules of the American Arbitration Association ("AAA") (1-800-778-7879), 120 Broadway, 21st Floor, New York, New York 10271 ([www.adr.org](http://www.adr.org)). "Consumer" claims shall be arbitrated in accordance with the AAA's consumer arbitration rules and fee schedule. A copy of the Arbitration Rules may be obtained by visiting the website indicated or by contacting the organization directly. The Rules in effect at the time the request for arbitration is made will apply.

4. **Lessee's Representations and Warranties:** Lessee represents, warrants and affirms to the Dealership that (a) the Down Payment and any amounts due to the Dealership have been paid in full, any check or other payment instrument given to the Dealership or any electronic payment you make will be honored, and that no part of the Down Payment has been loaned to Lessee by the Dealership or any third party; (b) all statements made by Lessee in this Agreement and any other documents completed in connection with this transaction are true and correct; and (c) you are who you have represented yourself to be and you have leased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to the Dealership.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, lemon buyback vehicle, or any other title brand; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; that you have accurately disclosed any information known to you regarding prior use of the vehicle, prior damage, paint work, modifications and any mechanical defects; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are of original equipment and have never been deployed or disconnected.
6. **Balance Owed on Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being provided by us, we shall have the right to reappraise your Trade-In Vehicle if it has suffered damage or serious mechanical deterioration or any parts or accessories (including tires) have been removed or replaced with parts or accessories of inferior quality. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Down Payment, provided that the cancellation occurs prior to you taking delivery of the leased Vehicle and prior to our acceptance of this Agreement.
8. **Your Right to Cancel this Agreement and Receive a Full Refund of Your Down Payment:** You have the right to cancel this Agreement and receive a full refund of your Down Payment if: you cancel this Agreement prior to it being accepted by an Authorized Dealership Representative; we do not accept this Agreement; we fail to deliver a Vehicle that conforms to the terms of this Agreement; this Agreement is conditioned upon you being able to obtain financing of your choice and you cannot obtain financing after making reasonable efforts to do so; we fail to deliver the Vehicle within the time specified in this Agreement or, if no time is specified, within 8 weeks after the date of this Agreement unless the delay is caused by acts beyond the control of our Dealership (i.e. the manufacturer, an accident, fire, act of nature or any other causes beyond our control). If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle prior to your cancellation, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us.
9. **Your Failure to Perform Obligations:** In the event of any failure by you to perform your obligations under this Agreement, including but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle or your breach of a representation or warranty to us, you will be responsible for paying the amount of any actual damages we incur due to your default. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return the Trade-In Vehicle to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale.
10. **Our Right to Keep Your Down Payment:** If you exercise your right to cancel this Agreement or fail to perform your obligations under this Agreement, regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder, and we will keep your Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us for this difference. We may also keep your Down Payment and any Trade-In Allowance we owe to you to offset against any amount you owe us for damages and expenses we incur pursuant to our remedies in the section titled "Your Failure to Perform Obligations". If the actual amount you owe to us is greater than the amount of the Down Payment and Trade-In Allowance, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Down Payment and Trade-In Allowance, we will pay the difference to you.
11. **Security Agreement:** Lessee hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories installed in or purchased pursuant hereto, and the Dealership shall have a lien on the Vehicle and all rights of a secured party under applicable state law until the Dealership has been paid in full. This security interest is separate from, but subordinate to, any interest granted to a third-party lessor that provides financing for this transaction.
12. **Other Products and Lending Sources:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods and services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance any amounts due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lessor.
13. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Lease Factor may be negotiated with us and we may receive a fee, commission, or other compensation from the Lessor. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
14. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) SPANISH TRANSLATION:** Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca lo contrario y que aparezca en el contrato de venta.
15. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY LEASE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA.**
16. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY PENNSYLVANIA LAW, LESSEE EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
17. **Entire Agreement and Signing of Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire Agreement effecting this transaction. No other Agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.
18. **Lease Documents Survive the Lease Contract:** If you and we enter into a Lease Contract relating to the lease of this Vehicle, you acknowledge that you signed many documents and other agreements in connection with the lease, which may have included (but are not limited to): a conditional delivery/limited right to cancel/bailment/spot delivery agreement, arbitration agreement, odometer statement, insurance related documents, credit application, title application, power of attorney, trade-in documents, service contracts, and debt cancellation or payment agreements (all of which are collectively referred to as "Lease Documents"). Notwithstanding any provision in the Lease Contract, the parties agree that: a) the Lease Contract and the Lease Documents are part of one transaction for Lessee's lease of the Vehicle and are intended to be read together; b) that the Lease Documents are not superseded by the Lease Contract; c) certain aspects of Lessee's lease of the Vehicle are addressed by the Lease Documents and not the Lease Contract; d) to the extent of any conflict between the Lease Documents and the Lease Contract, other than as to Consumer Leasing Act disclosures and Lessee's repayment obligations, the Lease Documents control as to the Dealership and the customer; e) while all Consumer Leasing Act disclosures are contained in the Lease Contract, the Lease Documents may contain conditions (precedent or subsequent) that may trigger the termination of the Lease Contract; and f) the execution of the Lease Contract and/or termination of the Lease Contract as a result of the failure of any such condition, or as otherwise may be provided in writing and signed by the parties, does not nullify the Lease Documents.

19. **AGREEMENT TO ARBITRATE. Important - The Agreement to Arbitrate Affects Your Legal Rights.** By entering into this Agreement to Arbitrate, Lessee(s) and Dealership, including any employees, agents, successors or assigns (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement to Arbitrate, to settle by binding arbitration any dispute whether based in whole or in part on contract, tort, statute, or other equitable relief, including but not limited to any dispute related to (1) the lease or condition of the Vehicle; (2) any products and services purchased in conjunction with the Vehicle and any resulting transaction or relationship; (3) the application for and the terms of any financing obtained in connection with the transaction; (4) any other dispute between them related to the lease transaction and any documents that are part of the transaction; and/or (5) any alleged promises, representations and/or warranties made to or relied upon by the Parties, and any alleged unfair, deceptive, or unconscionable acts or practices. If federal law provides that a claim or dispute is not subject to binding arbitration, this Agreement to Arbitrate shall not apply to such claim or dispute.

Notwithstanding any other provisions in this Agreement to Arbitrate, neither party is precluded from filing a complaint with the Office of Attorney General of this state or from participating in a mediation program administered by the Attorney General or Better Business Bureau. The Parties also agree that they retain any right to self-help or provisional remedies available by law or pursuant to an agreement between them. The Parties also retain the right to seek remedies in a small claims court or equivalent state court for disputes or claims within that court's jurisdiction. Neither Party waives the right to request arbitration under this Agreement to Arbitrate by exercising such other rights and remedies or by initially agreeing to litigate a claim in court. If such claim or dispute is transferred, removed or appealed to a different court or if a new claim is asserted after the initial filing of such claim or dispute, the Parties shall have the right to request arbitration under this Agreement to Arbitrate. However, once one of the Parties has demanded arbitration, binding arbitration will be the exclusive method for resolving any and all claims.

The Federal Arbitration Act (9 U.S.C. §1 et seq.) ("FAA") shall govern any arbitration under this Agreement to Arbitrate. Any dispute between the Parties shall be arbitrated by a single arbitrator on an individual basis, not as a class action. The arbitration shall be conducted by and in accordance with the rules of the American Arbitration Association ("AAA") (1-800-778-7879), 120 Broadway, 21st Floor, New York, New York 10271 ([www.adr.org](http://www.adr.org)). "Consumer" claims shall be arbitrated in accordance with the AAA's consumer arbitration rules and fee schedule. A copy of the Arbitration Rules may be obtained by visiting the website indicated or by contacting the organization directly. The Rules in effect at the time the request for arbitration is made will govern. If the AAA will not accept the request to arbitrate, the Parties may agree upon another organization, or the arbitrator shall be selected pursuant to the FAA and conduct the arbitration in accordance with the AAA Rules and this Agreement to Arbitrate.

To initiate an arbitration proceeding, the demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. If an organization other than the AAA will conduct the arbitration of consumer claims (as defined by AAA Consumer Arbitration Rules), the Dealership will advance the Consumer's portion of the filing, administration, service, or case management fee and the hearing or arbitrator fee which exceeds the amount of the AAA Consumer Filing Fee up to a maximum of \$2600 upon request. The amount that the Dealership advances may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable Arbitration Rules. The arbitration hearing shall be held in the federal district where the Dealership is located and the transaction occurred. Any court having jurisdiction may enforce this Agreement to Arbitrate and enter judgment on the arbitrator's award. If it is inconvenient for either Party to participate in arbitration proceedings in the district where the Dealership is located, the proceedings shall be held at a mutually convenient location agreed upon by the Parties or as determined by the arbitrator.

The arbitrator shall apply and be bound by governing state and federal law when making the decision and award and shall only award those damages or other relief permitted by applicable law. The Parties shall be provided a written decision setting forth the findings of fact and/or conclusions of law. The arbitration proceedings and the decision of the arbitrator shall be open to the public. Nothing in this Agreement to Arbitrate shall be interpreted as limiting or precluding the arbitrator from awarding monetary damages or any other relief provided for by law. The Parties agree that by entering into this Agreement to Arbitrate, they are expressly waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff action in court or through arbitration. The decision of the arbitrator shall be final and binding, except for any right of appeal provided by the FAA and the Arbitration Rules that govern the arbitration proceedings.





www.shultsford.com



LINCOLN

Motorcraft

JOB #	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	2	ML3Z-5C226-A	GASKET		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00
J# 2	00FTZ99PX		VEHICLE CHECK UP Perform a thorough inspection of your vehicle and provide a detailed Vehicle Report Card. Check Fluid Levels, Inspect Wiper Blades, Test Battery, Inspect Tires and Brake Wear, Inspect safety systems and components for leaks and damage.  Perform multi-point vehicle inspection and record results on Vehicle Report Card.	TECH(S):946	0.00
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00
J# 3	01FTZ		WHEELS HUBS AND DRUM ADD ON REPAIR. CUSTOMER STATES, WHEN VEHICLE BROKE DOWN, THE TOW TRUCK DRIVER WAS NOT ABLE TO GET THE VEHICLE INTO NEUTRAL PRIOR TO TOWING AND DRAGGED THE VEHICLE ON THE TOW TRUCK BED WHILE IN PARK. PLEASE CHECK AND ADVISE ON ANY EXTERNAL/INTERNAL DAMAGE. CUSTOMER CALLED IN AND SPOKE TO THE SERVICE DIRECTOR AFTER VEHICLE WAS TOWED IN.	TECH(S):908	WARRANTY
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00
J# 4	10FTZ		ELEC CHG/DASH/BATT ADD ON: RENTAL VEHICLE 44 DAY TRANSPORTATION ASSISTANCE VIN# 1FTEX1EP9MFC23427 APPROVAL: MSPA344669 PO 302878	TECH(S):908	WARRANTY
				JOB # 4 TOTAL PARTS	0.00
				JOB # 4 TOTAL LABOR & PARTS	0.00
J# 5	50FTZ		TOWING ADD ON: TOW BILL OUTSIDE OF FORD ROADSIDE ASSISTANCE SUBMIT BILL TO FORD ROADSIDE FOR PAYMENT ASSISTANCE.	TECH(S):908	WARRANTY
				JOB # 5 TOTAL PARTS	0.00
				JOB # 5 TOTAL LABOR & PARTS	0.00

The Reynolds and Reynolds Company, ERMHTS14E CC220917 0 (08/19)



FORDPASS APP

Download the FordPass App today for free to start earning FordPass Rewards!

Find parking. And fuel. And with a SYNC<sup>3</sup> Connect-enabled vehicle, you can even control your Ford remotely. All to help you get from A to B, better.



Robert Berry's  
**ShultsFord**  
Wexford  
724-934-2388

Robert Berry's  
**ShultsLincoln**  
Wexford  
724-934-2388

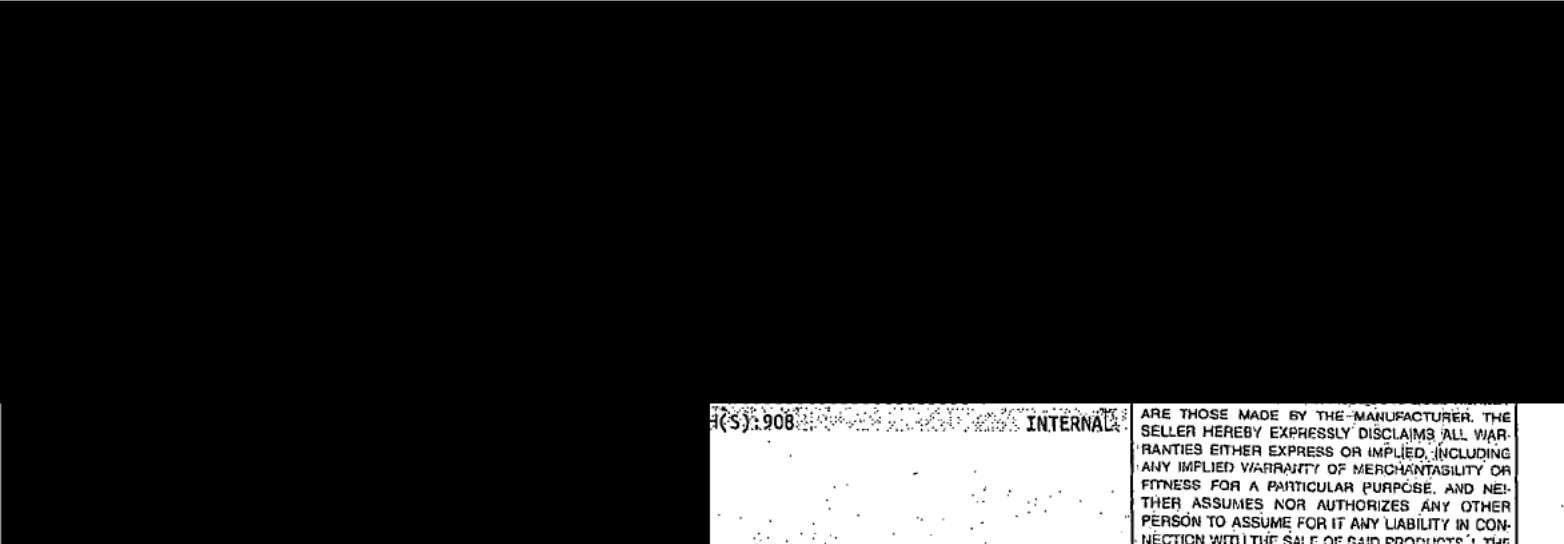
Robert Berry's  
**ShultsFord**  
Harmarville  
412-828-2300

Robert Berry's  
**ShultsFordSouth**  
West Mifflin  
412-683-5800

www.shultsford.com



LINCOLN Motorcraft



(S):908 INTERNAL

ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. THE UNDERSIGNED, AGREE TO PAY ANY AND ALL COLLECTION OR ATTORNEY FEES MADE NECESSARY BY A NONSUFFICIENT FUND, STOP PAYMENT, REFER TO MAKER, OR ACCOUNT CLOSED, CHECK OR CHARGE CARD OR UNPAID REPAIR ORDER.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
				JOB # 6 TOTAL PARTS 0.00
				JOB # 6 TOTAL LABOR & PARTS 0.00

J# 7+10FTZ-MISC1 ELECTRICAL-MISC TECH(S):946 WARRANTY

WHILE VEHICLE WAS IN FOR SERVICE, VEHICLE WOULD NOT START  
CHECKED BATTERY  
VOLTAGE 12.21  
MEASURED 43CCA  
RATED 760 CCA  
CHARGE TIME 00:10:00  
AMP HOURS 1.0 AH  
REPLACED BATTERY  
NOTE- NEW BATTERY TESTER IS ON BACKORDER AND WE HAVE NOT RECEIVED.  
USED THE OLD ROTUNDA GR1-190. SPOKE WITH FSE. EXPECTED ETA END OF JANUARY.

ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 7	1	BAGM-48H6-760	BATTERY	WARRANTY
JOB # 7	-1	BAGM-48H6-760	CORE RETURN	WARRANTY
				JOB # 7 TOTAL PARTS 0.00
				JOB # 7 TOTAL LABOR & PARTS 0.00



**FORDPASS APP**

Download the FordPass App today for free to start earning FordPass Rewards!

Find parking. And fuel. And with a SYNC Connect-enabled vehicle, you can even control your Ford remotely. All to help you get from A to B, better.



SUBLET	PO#	VEND	INV#	INV.DATE	DESCRIPTION	WARRANTY
JOB # 4	302878	1735/1711	01/26/22	RENTAL	WARRANTY	
JOB # 5	302911	TOWING	01/26/22	TOWING	WARRANTY	
				TOTAL - SUBLET	0.00	

COMMENTS  
WAITING ON ENTERPRISE BILL.  
01/25/22. GJJ.

The Reynolds and Reynolds Company EBAINTSIUAE CC220917 © (08/19)

Richard Berry's  
**Shults Ford**  
Wexford  
724-934-2388

Richard Berry's  
**Shults Lincoln**  
Wexford  
724-934-2388

Richard Berry's  
**Shults Ford**  
Harmarville  
412-828-2300

Richard Berry's  
**Shults Ford South**  
West Mifflin  
412-653-5800

www.shultsford.com



TOTALS

SERVICE HOURS MONDAY THROUGH THURSDAY 7:30 AM TILL 7:00PM  
FRIDAY HOURS 7:30AM TO 5:00PM  
SATURDAY 8:00AM TO 4:00PM  
SERVICE DEPT. 412-653-5800  
24 MONTH UNLIMITED MILE PART WARRANTY ON QUALIFIED REPAIRS  
EARLY BIRD DROP OFF - SEE ADVISOR

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

ALL THE PRODUCTS SOLD FOR BY  
THESE DEALERS ARE THE PROPERTY OF  
THE DEALER AND ARE NOT TO BE  
REPRODUCED OR COPIED IN ANY  
MANNER WITHOUT THE WRITTEN  
CONSENT OF THE DEALER. THE  
DEALER ASSUMES NO LIABILITY FOR  
ANY DAMAGE TO THE VEHICLE OR  
PERSONS OR PROPERTY CAUSED BY  
THE USE OF THE PRODUCTS SOLD  
HEREIN. THE DEALER ASSUMES NO  
LIABILITY FOR ANY DAMAGE TO THE  
VEHICLE OR PERSONS OR PROPERTY  
CAUSED BY THE USE OF THE  
PRODUCTS SOLD HEREIN.

CUSTOMER SIGNATURE

*Shane Lee*  
*Allen*

PLEASE SIGN AND RETURN TO  
724-934-2388  
IF YOU HAVE ANY QUESTIONS



**FORDPASS APP**

Download the FordPass App  
today for free to start earning  
FordPass Rewards!

Find parking. And fuel. And with a SYNC<sup>3</sup>  
Connect-enabled vehicle, you can even  
control your Ford remotely. All to help you  
get from A to B, better.



The Reynolds and Reynolds Company ERAINT 5114E CC220917 Q (08/19)

Additional Driver's Name <b>NONE</b>		Birth Date		Year <b>2021</b>	Make <b>FORD</b>
Driver's License No.		State	Expires	Model <b>F-150</b>	Color
Additional Driver's Name <b>NONE</b>		Birth Date		Tag #	
Driver's License No.		State	Expires	Miles Allowed <b>150/day</b>	
<b>CUSTOMER INSURANCE INFORMATION</b>					
Insurer <b>ECOMPASS</b>	Policy No. <b>282308350</b>	Expiration Date <b>09/27/2022</b>			
Agent		Telephone <b>800-588-7400</b>			
Insured Vehicle Year/Make/Model/Color <b>2021 F150</b>				Mileage OUT <b>2,672</b>	Mileage IN
License No.				Miles Driven	Chargeable Miles
<b>FUEL</b>					
IN	F	7/8	3/4	5/8	1/2 3/8 1/4 1/8 E
OUT	<b>F</b>	7/8	3/4	5/8	1/2 3/8 1/4 1/8 E

**PERMISSION TO TOW TRAILER WITH LOAD CAPACITY IN EXCESS OF 2,000 POUNDS; NOT TO EXCEED MANUFACTURER'S WEIGHT SPECIFICATIONS.**

You are required to return the Vehicle with at least the same amount of fuel as when rented. If you do not return the Vehicle with at least the same amount of fuel; you will pay us a refueling fee of \$ 0.00 plus fuel @ \$ 6.00 per gallon.

Unless otherwise noted, any daily rate is based on a 24-hour period.

**REJECTION OF UNINSURED MOTORIST PROTECTION**

I (the Customer) am rejecting uninsured motorist coverage under this rental or lease Agreement, and any policy of insurance or self-insurance issued under this Agreement, for myself and all other passengers of this Vehicle. Uninsured coverage protects me and other passengers in this Vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.

**No Smoking or Animals in the vehicle. You will be charged if the vehicle needs to be detailed. Please return the vehicle with the same amount of fuel or you will be charge. No towing. Return the vehicle within 24 hours of completed repair or you will be responsible for the daily rental rate.**

The following are "Prohibited Uses": Use by an unauthorized driver; smoking, vaping or use of tobacco products in the Vehicle; use of the Vehicle by anyone under the influence of alcohol or prescription or non-prescription drugs; and carrying persons or property for hire or providing transportation network company or other transportation services. See Paragraph 6 of the Terms and Conditions for other Prohibited Uses and additional information.

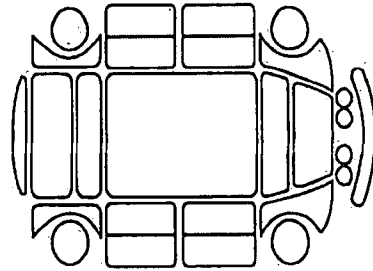
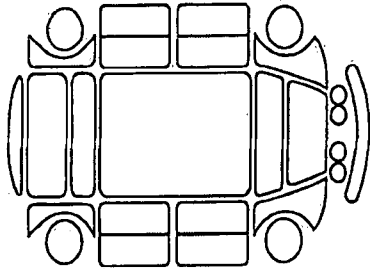
By signing below, you: agree to the terms and conditions of this Agreement set forth on this Face Page, the Vehicle Condition Report, and all pages of the Vehicle Use Terms and Conditions; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate payment card voucher in your name for all Charges, including Tolls and Violations and to release your billing/rental

<b>RATES DO NOT INCLUDE FUEL</b>		<b>RENTAL CHARGES</b>	
1 DAY @ \$30.00/DAY (Reimbursed)		<b>30.00</b>	
FUEL CHARGE IS \$6.00/GALLONS			
FORD WARRANTY		<b>-30.00</b>	
<b>TAXABLE SUB-TOTAL</b>		<b>0.00</b>	
<b>SUB-TOTAL</b>		<b>0.00</b>	
Payments			
Refunds			
<b>NET AMOUNT DUE</b>		<b>0.00</b>	
Method of payment			
CARD #:			
Expiration / CVV#			
<b>METHOD OF PAYMENT</b>		<b>REFUNDED</b>	
<input type="checkbox"/> CHECK <input type="checkbox"/> AMEX <input type="checkbox"/> MC <input checked="" type="checkbox"/> VISA <input type="checkbox"/> OTHER		\$ _____ CUSTOMER INITIALS X _____	

VEHICLE REPORT

Condition OUT:

Condition IN:



## Multi-State Vehicle Use Agreement Terms and Conditions ("Terms and Conditions")

1. **Definitions.** "Agreement" means all terms and conditions found on the "Face Page" and on all pages of these Terms and Conditions. "You" or "your" means the person identified as the Customer on the Face Page, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the Customer's direction. You are jointly and severally bound by this Agreement. "We," "us" or "our" means the independent automobile dealer or its affiliate named elsewhere in this Agreement. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be a temporary substitute for a Customer-owned or Customer-leased vehicle that you have given us the opportunity to service or repair ("Service Replacement Vehicle"). "Rental Period" means the period from the time you take possession of the Vehicle until the time that the Vehicle is either returned to or recovered by and checked in by us. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during the Rental Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees. "Daily Vehicle Rate" means either: your daily time and mileage fee; or, for Service Replacement Vehicles, the daily time and mileage fee that we typically charge for vehicles of the same type as the Vehicle. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. "Charges" means the fees and charges that are incurred under this Agreement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

2. **Nature of Contract; Consideration; Indemnity and Warranties.** This Agreement is a contract for rental of the Vehicle offered to you. This rental is solely a bailment for mutual consideration. By signing the Face Page, you agree to all terms and conditions of this Agreement and acknowledge that binding consideration exists, as follows: our opportunity to service or repair a vehicle you left with us; financial benefits we receive from others for the service/repair work; financial benefits we receive from others to obtain and use this Vehicle as a Service Replacement Vehicle; a fee you pay us; and/or the rights and obligations of this Agreement. To the extent permitted by law, you: (a) agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this Agreement or your use of the Vehicle; and (b) we make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

3. **Authorized Drivers.** You represent that you are a capable and validly licensed driver.

(a) **Definition.** "Authorized Driver" means: (i) the Customer and the Customer's spouse or domestic partner; (ii) additional drivers listed by us in this Agreement; (iii) if the Customer is a business entity, "Authorized Driver" includes Customer employees who are permissible drivers on the business entity's auto insurance policy; (iv) the Customer's employer, employee or coworker who is engaged in a common business activity with the Customer; (v) a licensed driver driving the Vehicle to a medical or police facility during an emergency; and (vi) a person who parks the Vehicle in a commercial establishment. (b) **Requirements.** Each Authorized Driver must possess a valid driver's license and meet our age restrictions: (i) If the Vehicle is a Service Replacement Vehicle, and the Customer is the sole registered owner of a vehicle left with us for service or repair, then the Customer and the Customer's spouse or domestic partner must be at least age 18. Otherwise, the Customer and the Customer's spouse or domestic partner must be at least age 21; and (ii) an Authorized Driver defined in paragraphs 3(a)(ii) through 3(a)(iv) must be at least age 21. There are no minimum age requirements for Authorized Drivers defined in Paragraphs 3(a)(v) and 3(a)(vi). Authorized Drivers are the only persons permitted to drive the Vehicle.

4. **Inspection; Condition and Return of Vehicle.** You must return the Vehicle to our office on the date and time specified on the Face Page (or sooner upon our demand) with at least as much fuel as when rented, unless we offer, and you purchase, pre-paid fuel. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. You may extend the Rental Period for up to one week if you obtain our consent before the date due, and we may require you to return the Vehicle to our office for inspection. The total Rental Period may not exceed 30 days under any circumstances. The Vehicle must be returned in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and Charges may continue to accrue. You must obtain our prior written approval before servicing the Vehicle or replacing parts or accessories. You will check and maintain Vehicle fluid levels. You grant us, our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during the Rental Period.

5. **Responsibility for Damage or Loss; Reporting to Police.** Regardless of fault, you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which shall be measured by multiplying the Daily Vehicle Rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents and incidents of theft or vandalism to us and the police upon discovery.

6. **Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol or prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a felony or other crime; (e) to carry persons or property for hire or to provide transportation network company or other transportation services; (f) to tow an object in excess of 2,000 pounds, unless specifically approved by notation on the Face Page, or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) if applicable, by anyone who lacks experience driving a vehicle with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; (p) by anyone driving or operating the Vehicle while using a hand-held wireless communication device (or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages) while not in a hands-free mode; (q) in a willful or reckless manner or to intentionally damage the Vehicle or cause injury or property damage to others; or (r) by anyone who is smoking, vaping, or using tobacco products in the Vehicle. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).

7. **Responsibility to Others.** You are responsible for all damage or loss you cause to others. You agree to maintain automobile insurance during the term of this Agreement which provides to the owner, to us, and to you, the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; and (c) Uninsured/underinsured ("UM"/"UIM") coverage where required. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. **Where permitted by law, by signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages.** Where we are required to provide such coverage, you hereby select the minimum limits required by law. Because you are providing auto insurance, we are not. In states where the law requires us to provide insurance, your insurance will be primary. Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the auto, and is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Our insurance applies only in the United States and Canada. Engaging in a Prohibited Use described in paragraph 6 or any other material breach of this Agreement will void any Insurance coverage.

8. **Reserve; Charges.** You permit us to reserve against your payment card at the time of rental a reasonable amount in addition to estimated total charges. We may use the reserve to pay all Charges. We will authorize the release of any excess reserve upon the completion of your rental. Your payment card issuer's rules will apply to your credit line or account being credited for the excess, which may not be immediately released by your card issuer. You will pay us all Charges, including: (a) taxes, surcharges, and other fees; (b) a return check fee if you pay us with a check returned unpaid; (c) all expenses we incur recovering the Vehicle if it is not returned to the renting location on the date and time promised; (d) all costs we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (e) a late fee on all Charges that are not paid when due; (f) a reasonable fee to clean the Vehicle if it is returned with evidence of smoking, vaping, or animals or otherwise substantially less clean than when received by you; (g) fuel and a refueling fee if you return the Vehicle with less fuel than when received by you; (h) applicable time and mileage fee; (i) a mileage charge based on our experience if the odometer is tampered with; (j) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle; (k) a reasonable fee if you lose the keys, key fob, or toll transponder to the Vehicle; and (l) a surcharge if you do not return the Vehicle on the date and time and to the location specified on the Face Page. **All Charges are subject to our final audit.**

9. **Responsibility for Tolls, Traffic Violations, and Other Charges.** You are liable for all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a processing firm ("Processor") may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. If we or a Processor elect to pay a Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the charging authority. We or the Processor will charge you the face value of the Toll or Violation and any taxes, plus an administrative fee per Toll and Violation. If we or a Processor, in our sole discretion, elect to transfer liability for a Toll or Violation assessed against the Vehicle during the Rental Period to you personally, we or the Processor will charge you an administrative fee per Toll or Violation. You authorize us to release your rental and payment card information to the charging authorities and the Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us and the Processor to charge all payments and administrative fees to the payment card you used in connection with this Agreement. **Certain toll roads do not accept cash.** To avoid toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay all tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods.

10. **Personal Property and Information.** To the extent permitted by law, you release us, our agents, and our employees from all claims for loss of or damage to personal property that was left with us or carried in the Vehicle. If you fail to claim property left in the Vehicle for more than 30 days, we may dispose of that property in a manner we choose. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to our affiliates or third parties in connection with enforcement of our rights under this Agreement and for other legitimate business purposes. **The Vehicle may be equipped with an infotainment system that permits you to connect your personal device and pre-set radio stations and GPS locations.** If you use an infotainment system, the Vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. Follow the steps displayed on the Vehicle system screen to delete this information and the device from the Vehicle's memory. We are not responsible for assuring the privacy of that information and cannot guarantee that other persons will not have access to this information after you return the Vehicle.

11. **Telematics Notice and Release.** You acknowledge that the Vehicle may be equipped with a telematics system, global positioning satellite ("GPS") technology, an electronic locator device, and/or an event data recorder (collectively "Telematics System"). **Your use of the Vehicle may be remotely monitored by us or on our behalf through a Telematics System to the extent permitted by law.** Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we may deem necessary or desirable. You acknowledge that these systems may use cellular telephone, wireless technology, or radio signals to transmit data, and therefore you should have no expectation of privacy related to the use of this Vehicle. You shall inform any and all drivers and passengers of the Vehicle of the terms of this paragraph. We are not responsible for the operability of any Telematics System included with the Vehicle. **To the extent permitted by law, you agree to release and indemnify, defend and hold us, the operator of the Telematics System, wireless carriers, and other suppliers of components or services harmless from any damage to persons or property caused by failure of a Telematics System to operate properly, or otherwise arising from the use of the Telematics System.**

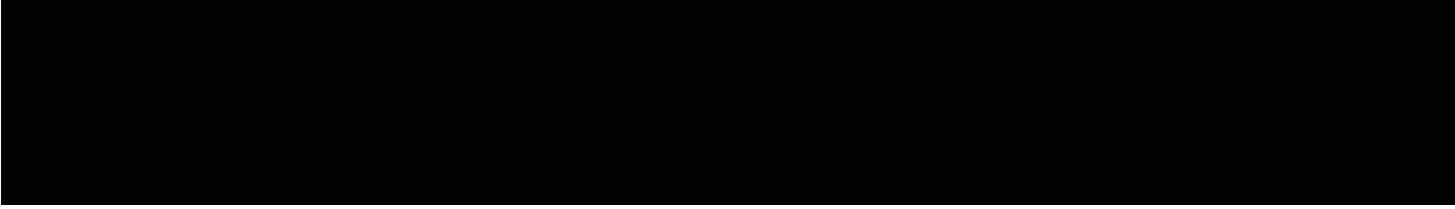
12. **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed or on a form that we provide. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding the use of the Vehicle are void. Our waiver of a breach of this Agreement, our acceptance of payment from you, or our failure, refusal or neglect to exercise our rights under this Agreement does not constitute a waiver of another provision of this Agreement. **You waive all recourse against us for criminal prosecutions we take against you for breach of this Agreement. TO THE EXTENT PERMITTED BY LAW, YOU RELEASE US FROM ALL LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS TRANSACTION OR THE RESERVATION OR USE OF A VEHICLE.** If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.

Customer Initial \_\_\_\_\_

PDP - MST(PA) DP18-21 (TMS-N) 2019 (04.10.19) - 152863(E)

PE22-007 000048 LCPV

# LAWSUIT



# PEER VEHICLES

**Service of Process  
Transmittal**

10/13/2021

CT Log Number 540414081

**TO:** Chuck Morici  
Ford Motor Company  
1 American Rd  
Dearborn, MI 48126-2798

**RE: Process Served in Pennsylvania**

**FOR:** Ford Motor Company (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:**

**DOCUMENT(S) SERVED:**

**COURT/AGENCY:**

**NATURE OF ACTION:**

**ON WHOM PROCESS WAS SERVED:**

**DATE AND HOUR OF SERVICE:**

**JURISDICTION SERVED :**

Pennsylvania

**APPEARANCE OR ANSWER DUE:**

Within 20 days after service

**ATTORNEY(S) / SENDER(S):**

**ACTION ITEMS:**

**REGISTERED AGENT ADDRESS:**

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail® and Priority Mail International® shipments. Misuses may be a violation of federal law. This package is not for resale. EPI4B

PRIORITY MAIL  
FLAT RATE ENVELOPE  
POSTAGE REQUIRED



UNITED STATES  
POSTAL SERVICE®

Click-N-Ship®

P

usps.com 9405 5036 9930 0026 3376 77 0087 0000 0021 7101  
\$8.70  
US POSTAGE  
SM Flat Rate Env

U.S. POSTAGE PAID

10/07/2021

Mailed from 19003

PRIORITY MAIL 2-DAY™

Expected Delivery Date: 10/12/21

0006

C012



SHIP TO: FORD MOTOR COMPANY  
C/O CT CORPORATION  
600 N 2ND ST  
STE 401  
HARRISBURG PA 17101-1071



USPS TRACKING #



9405 5036 9930 0026 3376 77

Electronic Rate Approved #038555749

PRESS FIRMLY TO SEAL

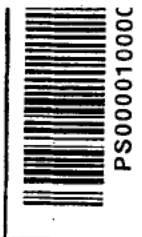
PRIOR  
MAIL

FLAT RATE  
ENVELOPE  
ONE RATE ■ ANY

To schedule free Package Pickup  
scan the QR code.



USPS.COM/PICKUP



DAVID J. GORBERG & ASSOCIATES, P.C.

103 SIBLEY AVENUE  
ARDMORE, PA 19003

1-800-MY-LEMON  
1-800-695-3666

215-665-7660  
FAX 215-563-8738

www.MyLemon.com

NEW JERSEY OFFICE  
1813 BERLIN ROAD  
CHERRY HILL, NJ 08003

PITTSBURGH OFFICE  
501 SMITH DRIVE  
SUITE 3  
CRANBERRY TWP, PA 16066

NEW YORK OFFICE  
777 WESTCHESTER AVE, SUITE 101  
WHITE PLAINS, NY 10604

DAVID J. GORBERG<sup>†</sup>  
LAURA L. WOLFE<sup>‡</sup>  
COURTNEY L. SOFIA<sup>\*</sup>  
DANIEL B. UNGER<sup>§</sup>

\*MEMBER OF PA AND NJ BARS  
†MEMBER OF PA, NJ AND NY BARS  
‡MEMBER OF PA AND MA BARS  
§MEMBER OF PA BAR

October 7, 2021

Ford Motor Company  
c/o CT Corporation  
600 N. 2nd Street  
Suite 401  
Harrisburg, PA 17101

RE: 

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within thirty (30) days from your receipt of this letter or a default judgment may be entered against you.

DJG/mk  
Enclosure

**Approval Details**

<b>Submission ID:</b>
<b>Status:</b>
<b>Case Number:</b>
<b>Case Description:</b>
<b>Filing Date/Time:</b>



**Docket Details are as follows:**

[Redacted]	<b>Filed By</b>	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

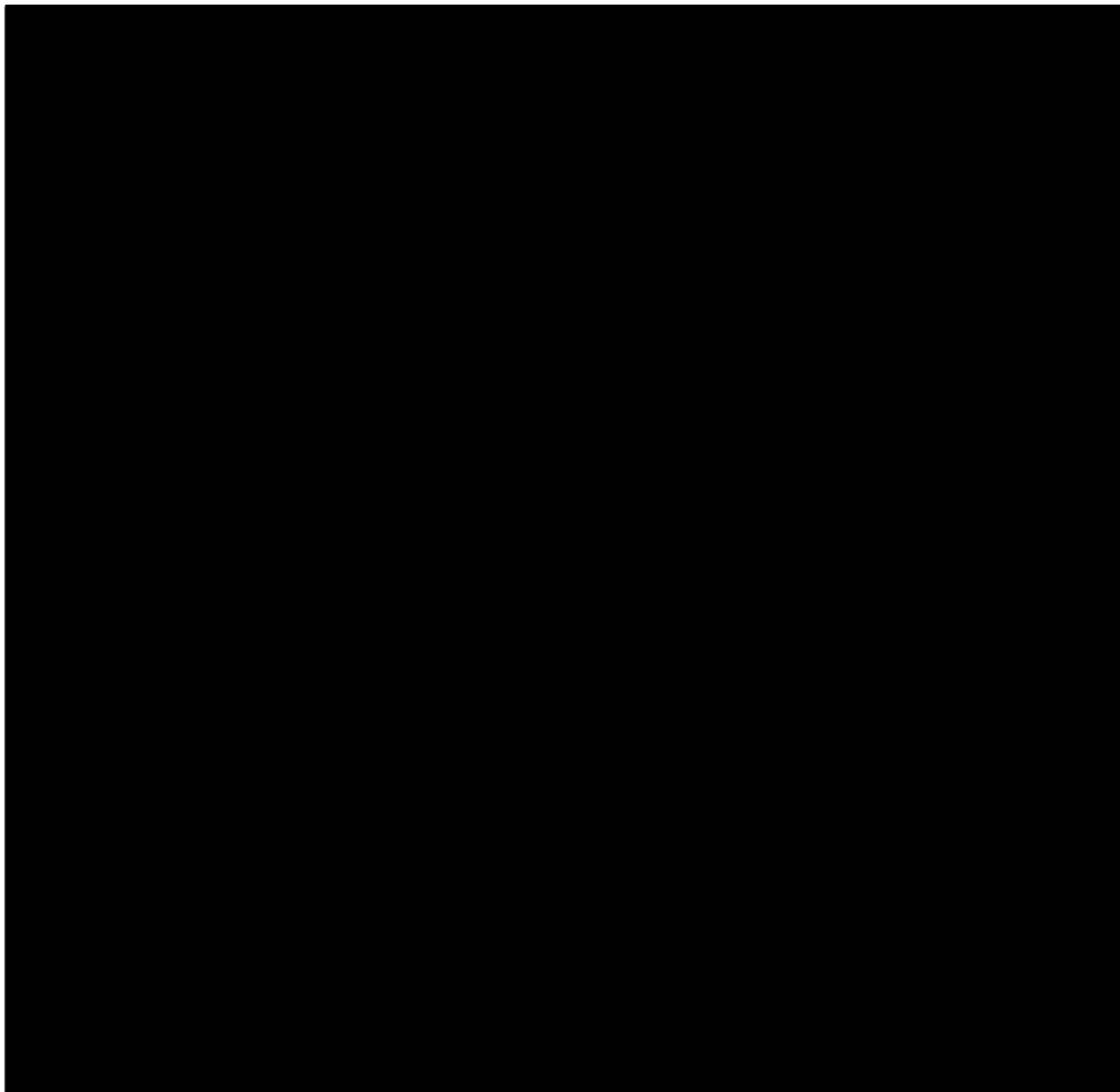
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

[Redacted] Order AD-20-000095-PJ which was filed on March 16, 2020. Once the court resumes normal operations and the stay is lifted



**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

**COVER SHEET**



**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

Ford Motor Company

**HEARING NOTICE**

YOU HAVE BEEN SUED IN COURT. The Notice to Defend set forth below explains what you must do to dispute the claims made against you. If you file the written response referred to in the Notice to Defend, a hearing on the Complaint and your defenses will take place in Room 2, 7<sup>th</sup> Floor of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at 9:00 a.m. IF YOU FAIL TO FILE THE RESPONSE DESCRIBED IN THE NOTICE TO DEFEND, A JUDGMENT FOR THE AMOUNT CLAIMED IN THE COMPLAINT MAY BE ENTERED AGAINST YOU *BEFORE* THE HEARING.

If you file the response, BUT FAIL TO APPEAR AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT YOU BEING PRESENT. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**LAWYER REFERRAL SERVICE  
The Allegheny County Bar Association  
11<sup>th</sup> Floor Koppers Building - 436 Seventh Ave  
Pittsburgh, PA 15219  
Telephone: (412) 261-5555.**

YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU *BEFORE* THE HEARING. IF YOU DO NOT APPEAR FOR THE HEARING, THE CASE MAY BE HEARD IMMEDIATELY BEFORE A JUDGE. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.



COMPLAINT



2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 600 N. 2nd Street, Suite 401, Harrisburg, PA 17101.

## BACKGROUND

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than \$30,000.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about March 5, 2021, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to defective engine, computer and GPS.

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM**

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$35,000.00.

**COUNT II**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d) (1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Section 15 U.S.C. §2310 (d) (1) provides:  
If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$35,000.00.

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$35,000.00.

**COUNT IV**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

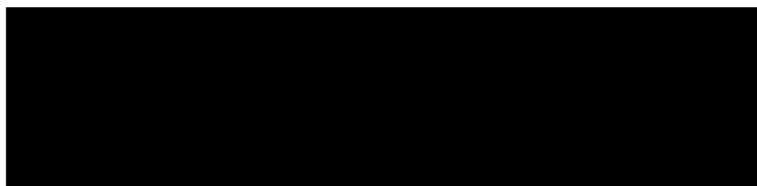
(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$35,000.00.





**VERIFICATION**

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: October 7, 2021

